

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is made and entered into as of the 12th day of July 2018 (the “Settlement Date”) by and between Leonard Weinberg, as personal representative and successor in interest to Jeanne Weinberg (“Plaintiff”), individually and as proposed representative on behalf of the Settlement Class defined below, and Clariant, Inc. (“Clariant” or “Defendant”) (collectively, the “Parties”).

RECITALS

1.01 On April 10, 2017, Plaintiff filed a Class Action Complaint in the Superior Court of California for the County of Ventura (the “Court”) titled *Jeanne Weinberg v. Clariant, Inc.*, Case No. 56-2017-00494914-CU-NP-VTA (the “Litigation”), alleging putative class claims under the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq. (“RFDCPA”) turning on Clariant’s alleged mailing of past-due or final notice invoices where the placement of the past-due or final notice language on the invoice, coupled with the use of an envelope with a transparent window, may have revealed the subject matter of the letter’s contents from the outside (the “Litigation Claims”).

1.02 Prior to the Litigation, on February 13, 2017, Plaintiff filed an earlier complaint in the United States District Court for the Central District of California, also entitled *Jeanne Weinberg v. Clariant, Inc.*, Case No. 2:17-cv-01144. For jurisdictional reasons, the Parties mutually agreed to dismiss the federal action without prejudice, to toll the statute of limitations for the class starting on February 13, 2017, and for Plaintiff to refile the action in state court.

1.03 This Agreement resulted from good faith, arms-length settlement negotiations. Prior to reaching a settlement, Plaintiff served Defendant with discovery requests and the Parties participated in numerous direct discussions about resolution of the Litigation. Defendant

provided information to Plaintiff, through counsel, including information regarding the creation and mailing of the types of invoices that are the subject of the Litigation Claims, and the number of individuals in receipt of such invoices.

1.04 Plaintiff's Counsel conducted a thorough examination and evaluation of the relevant law and reviewed the information provided by Defendant to assess the merits of the Litigation Claims and how best to serve the interests of the putative class in the Litigation. Based on this investigation and the negotiations described above, and as confirmed through additional confirmatory attestations and information as described below, Plaintiff's Counsel have concluded, taking into account the sharply contested issues involved, the risks, uncertainty, and cost of further prosecution of the Litigation, and the benefits available to the Settlement Class pursuant to this Agreement, that a settlement with Defendant on the terms set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement Class.

1.05 Defendant disputes all allegations in the Litigation, including that the Litigation would be amenable to class treatment if class certification were sought by Plaintiff and opposed by Defendant, and denies that it may be liable for any of the Litigation Claims. Nevertheless, Defendant enters into this Agreement solely to avoid the further expense, inconvenience, and distraction of protracted discovery and further proceedings in the Litigation, and does so without any express or implied admission of fact or liability.

1.06 The Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed individual and class claims. This Agreement is inadmissible as evidence against any party except to enforce the terms of the Agreement and is not an admission of wrongdoing or liability on the part of any party to this

Agreement. It is the Parties' desire and intention to effect a full, complete, and final settlement and resolution of all of the Litigation Claims, and to fully, finally and forever resolve, discharge, and settle the Released Claims, upon and subject to the terms and conditions herein.

1.07 The settlement contemplated by this Agreement is subject to preliminary and final approval by the Court, as set forth herein.

NOW, THEREFORE, the Parties, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

1. Recitals: The foregoing Recitals and defined terms therein are incorporated in this Agreement.

2. Definitions:

In addition to the terms defined in the Recitals, the following terms shall have the meanings set forth below:

2.01 The term "Class Representative" shall have the meaning set forth in Section 5.01 of this Agreement.

2.02 The term "Common Fund" refers to the monies that will be funded by Clariant, maintained and disbursed by the Settlement Administrator under the terms of this Agreement, and from which the Settlement Costs and Settlement Benefits will be paid.

2.03 "Court" shall mean the Superior Court of California for the County of Ventura and the Superior Court Judge to which the Litigation is assigned.

2.04 “Effective Date” means the date on which the approval of this Settlement reaches Finality.

2.05 “Final Approval Hearing” means the hearing held by the Court at which the Court shall: (a) determine whether to grant final approval of this Settlement; (b) consider any timely objections to this Settlement and all responses thereto; and (c) consider requests for an award of attorneys’ fees and costs to the Plaintiff’s Counsel and for Service Awards to the Class Representative.

2.06 The term “Finality” refers to: (i) the Court’s entry of both a final order approving the Settlement (“Final Approval Order”) and a final Judgment dismissing all claims asserted in the Litigation against Clariant with prejudice (the “Judgment”); and (ii) either (a) such time as no Party or other person has initiated a timely appeal or otherwise sought a timely review from the Court’s Final Approval Order or Judgment, or (b) if the Final Approval Order or the Judgment has been appealed, such time as the Final Approval Order or the Judgment has been affirmed in its entirety by the court of last resort and such affirmance is no longer subject to further appeal or review.

2.07 “Individual Settlement Amount” shall have the meaning set forth in Section 6.04 of this Agreement.

2.08 The term “Judge” refers to any California superior court judge who is now or is later assigned to preside over the Litigation while claims are pending against Clariant therein.

2.09 “Notice” refers to the Court-approved notice regarding the Settlement that is to be provided to Settlement Class Members as set forth in Section 11, substantially in the form of Exhibit A to this Agreement.

2.10 The term “Objection” refers to the timely and complete submission of a written objection to the Settlement, which includes all information specified in Section 12 of this Agreement.

2.11 “Objection Deadline” means the deadline established by the Court in the Preliminary Approval Order and set forth in the Notice for Settlement Class Members to submit Objections to the Settlement Administrator. Objections filed and served after the Objection Deadline will not be timely and are not to be considered.

2.12 “Opt Out Deadline” means the deadline for the receipt by the Settlement Administrator of any Requests for Opt Out under Section 13 of this Agreement. Attempts to opt out after the Opt Out Deadline will not be timely and will not be effective. The Opt Out Deadline shall be set by the Court in the Preliminary Approval Order and shall be set forth in the Notice.

2.13 “Plaintiff’s Counsel” shall mean The Law Offices of Todd M. Friedman, P.C.

2.14 “Preliminary Approval Order” means the Court’s Order entered in connection with the Preliminary Approval Hearing.

2.15 The term “Preliminary Approval Hearing” refers to the hearing at which the Court shall: (a) determine whether to grant preliminary approval of this Settlement, and, if such approval is granted (b) approve the Notice and plan for distribution of the Notice (as set out in Section 11); (c) establish a date for the Final Approval Hearing; (d) establish the Objection and Opt Out Deadlines; (e) appoint the Settlement Administrator; (f) appoint Class Counsel and Class Representative for the Settlement Class; and (g) preliminarily enjoin any member of the Settlement Class who does not file a complete and valid Request for Opt Out by the Opt Out

Deadline from filing suit or asserting any claim, demand, and/or counterclaim with respect to matters released in Section 17 of this Agreement.

2.16 “Released Claims” means those claims released in Section 17 of this Agreement.

2.17 The term “Releasees” shall have the meaning set forth in Section 17 of this Agreement.

2.18 The term “Releasors” shall have the meaning set forth in Section 17 of this Agreement.

2.19 The term “Request for Opt Out” refers to a complete written request to opt out of the Settlement Class that includes all information specified in Section 13 of this Agreement, and that is received by the Settlement Administrator before the Opt Out Deadline approved by the Court.

2.20 The term “Service Award” refers to a Court-approved award to the Class Representative, pursuant to Section 8 of this Agreement.

2.21 The term “Settlement” refers to the settlement, release, and final dismissal of claims contemplated by this Agreement.

2.22 “Settlement Administrator” shall refer to the entity engaged to undertake the actions set forth in Section 10 of this Agreement, including to send the Notice and disburse payments from the Common Fund.

2.23 The term “Settlement Benefits” refers to the benefits to be remitted under the terms of this Agreement to eligible members of the Settlement Class, as detailed in Section 6 of this Agreement.

2.24 The “Settlement Class” or “Settlement Class Members” refers to all individuals

who have previously obtained services from a Clariant laboratory and who received a past-due or final notice invoice for such services at a California address, which invoice was issued from February 13, 2016 through March 17, 2017, where the placement of the past-due or final notice language on the invoice, coupled with the use of an envelope with a transparent window, may have revealed the subject matter of the letter's contents from the outside. Excluded from the Settlement Class are Defendant and its related entities; employees, officers, directors, affiliates, legal representatives, subsidiaries, and affiliates of Defendant; any members or employees of Plaintiff's Counsel; the Judge(s) presiding over this action; any members of the Judge's immediate family or staff.

2.25 "Settlement Costs" means all costs incurred in the Litigation by the Settlement Class and Class Counsel, including but not limited to costs of settlement administration incurred by the Settlement Administrator, any attorneys' fees and costs awarded to Class Counsel by the Court, any Service Award approved by the Court, fees of a special master for settlement approval should one be appointed by the Court, and any taxes or tax-related expenses incurred by or in connection with the creation of the Common Fund.

2.26 "Total Settlement Amount" shall have the meaning set forth in Section 6.01 of this Agreement.

3. Conditional Nature of Agreement: This Agreement and the Settlement contemplated hereby are expressly conditioned upon all of the following, which the Parties agree are each material conditions precedent to the payment of the Total Settlement Amount into the Common Fund, the payment of the Settlement Benefits to eligible members of the Settlement

Class, the payment of any Court-awarded Service Awards, and the payment of any Court-awarded fees and costs to Plaintiff's Counsel under this Agreement:

3.01 Plaintiff's filing with the Court of a Motion for Preliminary Approval of the Settlement, Provisional Certification of a Settlement Class, and the Appointment of Class Representative and Class Counsel for the Settlement Class;

3.02 The Court's holding of the Preliminary Approval Hearing, and issuance of an Order: (i) granting the Motion referenced in the preceding section; (ii) preliminarily approving the Settlement under terms substantially consistent with the terms of this Agreement; (iii) provisionally certifying the Settlement Class identified in this Agreement for settlement purposes only; (iv) appointing Plaintiff's Counsel as Class Counsel for the Settlement Class; (v) appointing the Class Representative; (vi) appointing the Settlement Administrator; (vii) establishing deadlines for Notice and approving the Notice form; (viii) establishing deadlines and requirements for Objections to the Settlement; (ix) establishing the deadline and requirements for Requests for Opt Outs; (x) establishing a date for the Final Approval Hearing; and (xi) preliminarily enjoining the members of the Settlement Class who do not file complete and valid Requests for Opt Out by the Opt Out Deadline from filing suit or asserting any claims, demands, and/or counterclaims with respect to matters released in Section 17 of this Agreement;

3.03 The mailing of the approved Notice to the Settlement Class;

3.04 The expiration of the Objection Deadline and Opt Out Deadline;

3.05 That no more than 5% of the Settlement Class files complete and valid Requests for Opt Out by the Opt Out Deadline, or, if more than 5% of the Settlement Class files complete and valid Requests for Opt Out by the Opt Out Deadline, that Clariant elects, at its option, within

fourteen (14) days after the Opt Out Deadline, to proceed with the Settlement;

3.06 Plaintiff's filing with the Court of a Motion for Final Approval of the Settlement and Entry of Final Judgment dismissing with prejudice all claims asserted in the Litigation against Clariant;

3.07 The Court's holding of the Final Approval Hearing and issuance of an Order: (a) disposing of any objections to the Settlement; (b) granting the Motion referenced in the preceding section; (c) granting final approval of the Settlement and the release of claims set forth in Section 17 of this Agreement by the Class Representative individually and on behalf of all members of the Settlement Class who did not file complete and valid Requests for Opt Out by the Opt Out Deadline; (d) issuing a Judgment that dismisses with prejudice all Claims asserted in the Litigation against Clariant by the Class Representative individually and on behalf of all members of the Settlement Class who did not file complete and valid Requests for Opt Out by the Opt Out Deadline; and (e) permanently enjoining any members of the Settlement Class who did not file complete and valid Requests for Opt Out by the Opt Out Deadline from filing suit or any claim, demand, and/or counterclaim with respect to matters released in Section 17 of this Agreement.

Should any of these conditions not be met, the Parties agree that the Settlement and the terms of this Agreement shall terminate and be deemed null and void, except for those sections hereof which expressly survive the termination of this Agreement.

4. Reservations:

4.01 *Defendant's Position on the Provisional Certification of Settlement Class.* Defendant denies that Plaintiff's claims could be certified as a class action if this case were to

proceed in litigation. Defendant contends, among other deficiencies, that Plaintiff's proposed class is not ascertainable, that individual issues predominate over any common ones, and that a class action would be neither superior nor manageable. However, solely for the purposes of avoiding the expense and inconvenience of further litigation, Defendant does not oppose and agrees to provisional certification of the Class defined in Section 2.24, for *settlement purposes only*, pursuant to Cal. Code of Civ. Proc § 382 and Cal. Rules Ct. Rule 3.769(d). Provisional certification of the Class for settlement purposes shall not be deemed a concession that certification of a litigation class would be appropriate. Moreover, Defendant reserves the right to challenge class certification in further proceedings in the Litigation or in any other action if the Settlement does not reach Finality. If the Settlement does not reach Finality for any reason whatsoever, then Defendant's agreement to certification of the Class *for settlement purposes only* will be void, and no doctrine of waiver, estoppel, or preclusion will be asserted in any proceedings involving Defendant. No agreements made by or entered into by Defendant in connection with the Settlement may be used by Plaintiff, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Litigation or any other judicial proceeding.

4.02 *Plaintiff's Belief in the Merits of Case.* Plaintiff believes that the claims asserted in the Litigation have merit and that the information gathered to date supports those claims. This Settlement shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Plaintiff that there is any infirmity in the claims asserted by Plaintiff, or that there is any merit whatsoever to any of the contentions and defenses that Defendant has asserted. If this Settlement is not finally approved by the Court for any reason whatsoever,

Plaintiff shall maintain the right to fully pursue this Litigation both individually and on behalf of the putative class seeking the maximum damages allowed pursuant to the law/s alleged in the operative pleadings, including but not limited to continuing any and all efforts towards class certification.

4.03 *Both Parties Recognize the Benefits of Settlement.* Both Parties recognize and acknowledge the expense and amount of time that would be required to continue to pursue the Litigation, as well as the uncertainty, risk, and difficulties of proof inherent in prosecuting and/or defending the claims. Both Parties have concluded that it is desirable that the Litigation and any Released Claims be fully and finally settled and released as set forth in this Settlement. Plaintiff and Plaintiff's Counsel believe that the agreement set forth in this Settlement confers substantial benefits upon the Settlement Class and is in the best interests of individual Class Members.

5. Class Representative and Class Counsel Appointment:

5.01 For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Leonard Weinberg as Class Representative for the Settlement Class.

5.02 For settlement purposes, and subject to Court approval, the Parties agree to the appointment of Plaintiff's Counsel as Class Counsel for the Settlement Class as follows: Todd Friedman and Adrian Bacon from the Law Offices of Todd M. Friedman, P.C.

6. Total Settlement Amount and Settlement Benefits; Common Fund:

6.01 The Total Settlement Amount is **\$237,500.00**. In no event shall Clariant be required to pay more than \$237,500.00 pursuant to this Settlement Agreement.

6.02 In exchange for a full release as set forth in Section 17, and within sixty (60) days after Finality of the Settlement, Clariant shall remit to the Settlement Administrator the Total

Settlement Amount, less the amount of any retainer payment made to the Settlement Administrator pursuant to Section 10.03. The Settlement Administrator shall maintain the funds in an interest-bearing Common Fund account.

6.03 Within ninety (90) days after Finality of the Settlement, the Settlement Administrator shall distribute the Settlement Benefits by issuing a check from the Common Fund to each Settlement Class Member who does not file a complete and valid Request for Opt out by the Opt Out Deadline, in an amount equal to the Individual Settlement Amount as defined in the next section. Checks shall be issued as set out in Sections 6.05 and 6.06.

6.04 The Individual Settlement Amount shall be calculated by the Settlement Administrator by taking the Total Settlement Amount of **\$237,500.00**, subtracting from it the amount of the Settlement Costs (Y), and dividing this difference by the number of Settlement Class Members who do not file a complete and valid Request for Opt out by the Opt Out Deadline (Z), as represented in the following formula:

$$\text{Individual Settlement Amount} = \frac{(\$237,500.00 - Y)}{Z}$$

The outcome of this formula shall be rounded down to the nearest cent.

6.05 Settlement checks shall be sent to Settlement Class Members by the Settlement Administrator via first class mail to the last known address on record with Defendant. If any settlement checks are returned, the Settlement Administrator shall attempt to obtain a new mailing address for that Settlement Class Member by (a) checking the address against the United States Post Office National Change of Address Database; (b) conducting a reasonable search to

locate an updated address for that Class Member; (c) updating the address based on any forwarding information received from the United States Post Office; and/or (d) updating the address based on requests received from Settlement Class Members directly. If, after a second mailing, the settlement check is again returned, no further efforts need be taken by the Settlement Administrator. The Settlement Administrator shall advise Plaintiff's Counsel and counsel for Defendant of the names of any Settlement Class Members whose checks are returned as undeliverable as soon as practicable, and provide updates regarding second mailing attempts and the outcome.

6.06 Each settlement check will be negotiable for one hundred eighty (180) days after it is issued. Any funds not paid out as the result of uncashed settlement checks shall remain in the Common Fund and shall be paid out in accordance with Section 6.07.

6.07 Any sums remaining in the Common Fund as of two hundred (200) days after payments are distributed pursuant to Section 6.03 of the Agreement shall be paid to Public Justice.

7. Attorneys' Fees and Costs: Plaintiff's Counsel, if appointed as Class Counsel under this Settlement, shall have the right to move the Court, no later than thirty (30) days prior to the Final Approval Hearing, for an award of attorneys' fees and costs incurred in the prosecution and settlement of the Litigation Claims against Clariant ("Motion for Fees and Costs"). Plaintiff's Counsel shall limit the amount requested in the Motion for Fees and Costs to no more than an aggregate amount of fees equal to one third (33.33%) of the Total Settlement Amount, and no more than \$5,000 in costs. Clariant has no obligation to support Plaintiff's Counsel's Motion for Fees and Costs, but agrees not to object to any such Motion if Plaintiff's

Counsel seek an award of no more than an aggregate amount of fees equal to one third (33.33%) of the Total Settlement Amount and no more than \$5,000 in costs. The amount of any attorneys' fees and costs approved by the Court constitutes a Settlement Cost under the terms of this Agreement and shall be paid out of the Total Settlement Amount from the Common Fund, and not in addition thereto. Within ninety (90) days after Finality, and only after receipt of Plaintiff's Counsel's completed W-9 forms, the Settlement Administrator shall pay to Plaintiff's Counsel the amount of attorneys' fees and costs awarded by the Court, by wire or check.

8. Class Representative Service Award: Plaintiff, if appointed by the Court as representative for the Class under this Settlement, shall have the right to move the Court, no later than thirty (30) days prior to the Final Approval Hearing, for a Service Award not to exceed \$7,500. Defendant has no obligation to support any such motion, but will not object to any request for a Service Award, provided that the request does not exceed \$7,500. Plaintiff further agrees that if the Court awards a Service Award in an amount greater than \$7,500, then Plaintiff will not accept any amount above \$7,500 but will instead allow the excess award to remain in the Common Fund. The amount of any Service Award approved by the Court constitutes a Settlement Cost under the terms of this Agreement and shall be paid from the Common Fund and not in addition thereto. Within ninety (90) days after Finality, and only after receipt of Plaintiff's completed W-9 form, the Settlement Administrator shall pay to Plaintiff's Counsel any Service Award granted by the Court, by check or wire in the manner directed by written instructions from Plaintiff's Counsel, and Plaintiff's Counsel shall disburse such funds to the Plaintiff.

9. Settlement Independent of Award of Fees, Costs, and Service Awards: The payments of attorneys' fees and costs and any Service Award payments set forth in Sections 7

and 8 are subject to and dependent upon the Court's approval of such payments as fair, reasonable, adequate, and in the best interests of Settlement Class Members. This Settlement is not dependent upon the Court approving Plaintiff's Counsel's or Plaintiff's petitions for such payments. In the event that the Court approves the Settlement but declines to grant the motions of Plaintiff's Counsel or Plaintiff in whole or in part, the Settlement will nonetheless be binding on the Parties and the Settlement Class Members.

10. Settlement Administrator:

10.01 The Parties agree that the Settlement Administrator shall be KCC Class Action Services, LLC ("KCC") unless the parties mutually agree to specify a different entity as Settlement Administrator. The Settlement Administrator will be retained by Plaintiff's Counsel.

10.02 Plaintiff's Counsel has secured from KCC an estimate of \$20,260 as the amount of reasonable fees and costs required to administer the Settlement under the terms of this Agreement (the "KCC Estimate").

10.03 Within 10 business days following issuance of a Preliminary Approval Order, Defendant will pay a retainer in the amount of the KCC Estimate directly to KCC to be applied towards fees incurred going forward with administration of the Settlement. Defendant will be given credit for this payment when funding the Common Fund as set out in Section 6.02. To the extent that KCC incurs fees beyond the retainer prior to Clariant funding the Common Fund, Defendant will pay KCC any such additional fees and be given credit for such payment when funding the Common Fund as set out in Section 6.02. If KCC incurs fees beyond the retainer after the funding of the Common Fund, it shall be paid out of the Common Fund. If KCC does not incur fees reaching the retainer amount, those fees shall be deposited by KCC into the

Common Fund for distribution as set out in Section 6.

10.04 The Settlement Administrator shall maintain detailed records of the amounts spent on the administration of the Settlement and shall provide those to the Parties monthly.

10.05 The Settlement Administrator shall be responsible for administering the Settlement, including:

- (a) sending the Notice, pursuant to Section 11 of this Agreement;
- (b) preparing reports regarding the Notice, as directed by the Parties' counsel and the Court;
- (c) accepting and reporting on Requests for Opt Out received by the Opt Out Deadline;
- (d) accepting, reporting on, and filing with the Court any and all Objections or Notices of Intention to Appear received from Class Members on or before the Objection Deadline;
- (e) remitting payments from the Common Fund to eligible members of the Settlement Class and to Plaintiff and Plaintiff's Counsel, if approved by the Court;
- (f) issuing any necessary tax documents and performing any necessary tax reporting; and
- (g) such other duties as directed by the Plaintiff's Counsel, provided that any modification of the duties referenced in subparts (a) - (g) of this Section must be mutually agreed to by the Parties.

10.06 If appointed by the Court to represent the Settlement Class, the Class Representative and Class Counsel hereby consent to the release by Clariant to the Settlement

Administrator of the names and last known addresses of the Settlement Class Members solely for the purposes of fulfilling the Settlement Administrator's duties under this Agreement, which information shall be maintained as confidential by the Settlement Administrator and shall be destroyed by the Settlement Administrator at the conclusion of its duties.

11. Notice:

11.01 No later than fourteen (14) days after entry of the Preliminary Approval Order, Defendant shall deliver to the Settlement Administrator the names and last known physical addresses of the Settlement Class Members, which information shall be maintained as confidential by the Settlement Administrator and shall be destroyed by the Settlement Administrator at the conclusion of its duties, as set forth in Section 10.06.

11.02 As soon as practicable after entry of the Preliminary Approval Order, but no later than forty-five (45) days thereafter, the Settlement Administrator shall provide notice by first class mail to the last known addresses reflected in Clariant's records, substantially in the form attached as Exhibit A, subject to approval by the Court as set forth in Section 3.02.

12. Right To Object To The Settlement: Any member of the Settlement Class shall have the right to object to the Settlement by submitting a written objection to the Settlement Administrator at the address listed in the Notice, not later than the Objections Deadline established by the Court, which shall be at least thirty (30) days before the date of the Final Approval Hearing. All Objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which they object, the reasons for each such objection, and any legal authority that they wish the Court to consider in support thereof. Objections must also

include the objector's full name and current address and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed objects to the Settlement. Objections will be filed with the Court by the Settlement Administrator and, if not withdrawn in advance, will be considered by the Court at the Final Approval Hearing.

13. Right To Opt Out From The Settlement: Any member of the Settlement Class shall have the right to opt out of the Settlement Class by sending a written Request for Opt Out from the Settlement Class to the Settlement Administrator at the address listed in the Notice, which must be received by the Settlement Administrator no later than the Opt Out Deadline set by the Court, which shall be at least sixty (60) days before the date of the Final Approval Hearing. Requests for Opt Out must be signed by the person requesting opt out from the Settlement Class and must include the requestor's full name and current address and an affirmation, under penalty of perjury, that the requestor seeking to opt out from the Settlement Class wishes to opt out of the Settlement Class and understands that, in doing so, they will not be entitled to any Settlement Benefits under the Settlement.

14. Restoration of Rights, Claims, and Defenses In the Event of Non-Approval: In the event that the Settlement under this Agreement does not receive Preliminary and/or Final Approval by the Court or the Orders of the Court approving the Settlement do not reach Finality, this Agreement shall terminate and be deemed null and void, and all negotiations, filings, documents, orders, and proceedings relating thereto shall not be discoverable or admissible in the Litigation or otherwise, and shall be without prejudice to the rights of the Parties hereto, who shall be restored to their respective positions and retain all of their rights and defenses existing as of the Settlement Date. This provision will survive termination of this Agreement.

15. Final Approval:

15.01 No later than thirty (30) days prior to the Final Approval Hearing, the Settlement Administrator shall file with the Court and serve on counsel for all Parties a declaration stating that the Notice required by the Agreement has been completed in accordance with the terms of the Preliminary Approval Order, and setting out the number of Opt Outs.

15.02 No later than fourteen (14) calendar days prior to Final Approval Hearing:

(a) The Parties shall request, individually or collectively, that the Court enter the Final Approval Order, with Class Counsel filing a memorandum of points and authorities in support of the motion.

(b) Counsel for the Class and Defendant may file a memorandum addressing any Objections submitted to the settlement.

16. Confirmatory Discovery: Class Counsel has conducted limited discovery to confirm the accuracy of the information provided to them during the course of the Litigation and the Parties' settlement negotiations, specifically in the form of obtaining an affidavit from Defendant to confirm the total number of Settlement Class Members and how that number was determined. This discovery is to be used solely for purposes of finalizing this settlement and may not be used for any purpose in the event this Agreement is terminated or is otherwise not fully and finally approved by the Court.

17. Release, Waiver, and Covenant Not to Sue:

17.01 In consideration of the settlement benefits and payments specified in this Agreement, and for other good and valuable consideration, the Plaintiff/Class Representative, the Settlement Class Members, and the Plaintiff's Counsel/Class Counsel, and all of their respective

heirs, executors, personal representatives, successors, and assigns (together “the Releasers”), release, remise, resolve, waive, acquit, and forever discharge Clariant and its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, and all of its past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together “the Releasees”) of and from any and all of the Released Claims (as defined below).

17.02 The term “Released Claims” means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys’ fees of any nature whatsoever, whether based on any federal law, state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that any of the Releasers have, had, and/or may have against any of the Releasees that in any way concern and/or relate to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based on the facts alleged in the complaints filed in the Litigation; (b) the content, formatting, mailing of, or other details regarding any invoices sent by Clariant to Settlement Class Members; or (c) that arise out of or relate in any way to California Civil Code § 1788 *et seq.* The Parties shall request that this Release be included in the Final Approval Order and Judgment entered in these cases.

17.03 The Plaintiff/Class Representative and the Settlement Class Members agree and covenant not to sue any of the Releasees with respect to any of the Released Claims, or otherwise

to assist others in doing so, and agree to be forever barred from doing so, in any court of law or equity, or any other forum.

17.04 Without limiting the foregoing, the Released Claims specifically extend to claims that the Plaintiff/Class Representative does not know or suspect to exist in his favor at the time that the Settlement and the releases contained therein become effective. This Section includes, *inter alia*, a waiver, without limitation as to any other applicable law, of Section 1542 of the California Civil Code, to the extent that it applies, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

17.05 The Plaintiff/Class Representative understands and acknowledges the significance of this waiver of California Civil Code Section 1542 and similar federal and state statutes, case law, rules, or regulations relating to limitations on releases. In connection with such waiver and relinquishment, the Plaintiff/Class Representative acknowledges that he is aware that he may hereafter discover facts in addition to, or different from, those facts that he now knows or believes to be true with respect to the subject matter of the Settlement, but that it is his intention to release fully, finally and forever, all Released Claims with respect to the Releasees, and in furtherance of such intention, the releases of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts. This waiver shall not extend to absent class members.

18. Termination of Agreement:

18.01 Plaintiff and Defendant shall each have the right to unilaterally terminate this Agreement by providing written notice of his or its election to do so (“Termination Notice”) to all other Parties hereto within ten (10) calendar days of any of the following occurrences:

- a. The Court rejects, materially modifies, materially amends or changes, or declines to preliminarily or finally approve the Settlement Agreement;
- b. A court reverses the Final Approval Order, and the Settlement Agreement is not reinstated without material change on remand;
- c. Any court incorporates into, or deletes or strikes from, or modifies, amends, or changes, the Preliminary Approval Order, Final Approval Order, or the Settlement Agreement in a way that Plaintiff or Defendant reasonably consider material, unless such modification or amendment is accepted in writing by all Parties;
- d. The Effective Date does not occur; or
- e. Any other ground for termination provided for elsewhere in this Agreement occurs.

18.02 If either Plaintiff or Defendant terminates this Agreement as provided herein, the Agreement shall be of no force and effect, and the Parties’ rights and defenses shall be restored, without prejudice, to their respective positions as if this Agreement had never been executed, and any orders entered by the Court in connection with this Agreement shall be vacated.

19. No Admission:

19.01 Defendant denies any liability or wrongdoing of any kind associated with the alleged claims in the Litigation. Defendant has denied and continues to deny each and every

material factual allegation and all claims asserted against it in the Litigation. Nothing herein shall constitute an admission by Defendant of wrongdoing or liability, or of the truth of any allegations in the Litigation. Nothing herein shall constitute an admission by Defendant that the Litigation is properly brought on a class or representative basis, or that a class could be certified in the Litigation, other than for settlement purposes. To this end, the settlement of the Litigation, the negotiation and execution of this Agreement, and all acts performed or documents executed pursuant to or in furtherance of the Settlement: (i) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the allegations in the Litigation; (ii) are not and shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of Defendant in any civil, criminal or administrative proceeding in any court, arbitration forum, administrative agency or other tribunal; and, (iii) are not and shall not be deemed to be and may not be used as an admission of the appropriateness of these or similar claims for class certification.

19.02 Pursuant to Federal Rule of Evidence 408 and California Evidence Code Section 1152, and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible in evidence in any proceeding, except as necessary to approve, interpret, or enforce this Agreement or by Court Order.

20. Taxes:

20.01 Any person or entity that receives a distribution from the Common Fund shall be solely responsible for taxes or tax-related expenses owed or incurred by that person or entity by

reason of that distribution. Such taxes and tax-related expenses shall not be paid from the Common Fund.

20.02 In no event shall Defendant or any of the other Released Parties have any responsibility or liability for taxes or tax-related expenses arising in connection with the payment or distribution of the Common Fund to Plaintiff/Class Representative, Class Members, Plaintiff's Counsel/Class Counsel or any other person or entity, and the Common Fund shall indemnify and hold Defendant and the other Released Parties harmless for all such taxes and tax-related expenses (including taxes and tax-related expenses payable by reason of any such indemnification).

21. Miscellaneous:

21.01 *Entire Agreement.* This Agreement constitutes the entire agreement between the Parties pertaining to the settlement of the Litigation and supersedes any and all prior and contemporaneous undertakings in connection therewith. No representations, warranties, or inducements have been made to any of the Parties, other than those representations, warranties, and covenants contained in this Agreement.

21.02 *Confidentiality.* The Plaintiff's Counsel/Class Counsel shall maintain in confidence and shall not produce to persons or entities who are not a party to this Agreement, personal, confidential, or financial information relating to the members of the Settlement Class now or hereafter acquired by them absent a specific Court order requiring the production of information, after using their best efforts to resist the production thereof, and then only if such information is redacted to the extent feasible. This obligation shall survive the termination of this Agreement.

21.03 *Governing Law.* This Agreement shall be governed by and interpreted according to the laws of the State of California, without regard to its choice of law or conflict of laws principles.

21.04 *Non-Waiver of Debts/Obligations Owed by Class Members.* The Parties understand and agree that this Settlement Agreement and any terms herein shall not affect in any regard any debt or obligation owed by the Plaintiff or any Settlement Class Member to Defendant, its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, or related entities. This Settlement Agreement does not operate to waive, extinguish, terminate, reduce, or affect any debt or obligation owed by Plaintiff or Class Members, and shall not impair or limit any right or cause of action or right to enforce or otherwise collect any underlying debt or amount owed to Defendant, its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, or related entities.

21.05 *Jurisdiction.* The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement or the applicability of this Agreement.

21.06 *No Construction Against Drafter.* This Agreement was drafted jointly by the Parties and, in construing and interpreting this Agreement, no provision of this Agreement shall be construed or interpreted against any Party based upon the contention that this Agreement or a portion of it was purportedly drafted or prepared by that Party.

21.07 *Headings.* Section titles or headings are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof. Each term of this Agreement is contractual and not merely a recital.

21.08 *Cooperation and Resolution of Disputes.* The Parties and their counsel agree to cooperate fully with each other to promptly execute all documents and take all steps necessary to effectuate the terms and conditions of this Agreement. The Parties and their counsel further agree to support the Final Approval of this Agreement and the Settlement, including against any appeal of the Final Approval Order and Judgment and any collateral attack on the Settlement or the Final Approval Order and Judgment. Any unresolved dispute regarding the administration of this Agreement shall be decided by the Court, or through mediation by agreement of the Parties.

21.09 *Counterparts.* This Agreement may be signed in counterparts and the separate signature pages executed by the Parties and their counsel may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. The Parties agree that electronic signatures may be provided and shall have the full force and effect as handwritten signatures.

21.10 *Time Periods.* The time periods and dates described herein are subject to Court approval and may be modified upon order of the Court or written stipulation of the Parties.

21.11 *Authority.* Each person executing this Settlement Agreement on behalf of any of the Parties hereto represents that such person has the authority to so execute this Agreement.

21.12 *No Oral Modifications.* Except for time periods modified by written stipulation of the Parties as set out in Section 21.10, this Agreement may not be amended, modified, altered

or otherwise changed in any manner, except by a writing signed by a duly authorized agent of Defendant and Plaintiff, and approved by the Court.

21.13 *Press Releases.* The Parties shall not issue any press releases or make any other statements to the media or press. In the event that a Party receives a media or press inquiry about the settlement or the resolution of the Litigation, the Party may respond by making “no comment.”

21.14 *Notices.* Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail, fax, overnight mail, or hand delivery, as follows:

If to Plaintiff:

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St. Suite 780
Woodland Hills, CA 91367
Telephone: (877) 206-4741
tfriedman@toddfllaw.com

If to Defendant:

Kevin S. Asfour
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
P: +1.310.552.5000
F: +1.310.552.5001
kevin.asfour@klgates.com

IN WITNESS WHEREOF, the Parties and their duly authorized attorneys have caused
this Agreement to be executed this 12th day of July, 2018.

Date: 7/11/2018



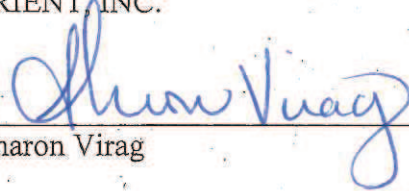
Leonard Weinberg as personal representative and
successor in interest to Jeanne Weinberg
(deceased), Plaintiff and Class Representative

Date: 7/12/18

CLARIANT INC.

By: _____

Sharon Virag



APPROVED AS TO FORM:

Date: 7/11/2018

LAW OFFICES OF TODD M. FRIEDMAN, P.C.

Todd M. Friedman, Esq.
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St. Suite 780
Woodland Hills, CA 91367
Telephone: (877) 206-4741
tfriedman@toddfllaw.com

Date: 7/12/2018

K&L GATES LLP

Kevin S. Asfour
10100 Santa Monica Blvd., 8th Floor
Los Angeles, CA 90067
P: +1.310.552.5000
F: +1.310.552.5001
kevin.asfour@klgates.com

EXHIBIT A

[PROPOSED CLASS NOTICE]

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA**

LEONARD WEINBERG, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

CLARIANT, INC. and DOES 1-10,
INCLUSIVE,

Defendant.

CLASS ACTION

Case No. 56-2017-00494914-CU-NP-VTA

**NOTICE OF PENDENCY OF CLASS
ACTION, PROPOSED SETTLEMENT,
AND HEARING DATE FOR COURT
APPROVAL OF SETTLEMENT**

THIS NOTICE CONCERNS A PROPOSED CLASS ACTION SETTLEMENT (“SETTLEMENT”) IN THE LAWSUIT CAPTIONED ABOVE (THE “LAWSUIT”). IF YOU HAVE PREVIOUSLY OBTAINED SERVICES FROM A CLARIANT, INC. (“CLARIANT”) LABORATORY AND RECEIVED A PAST-DUE OR FINAL NOTICE INVOICE FOR SUCH SERVICES AT A CALIFORNIA ADDRESS, AND THAT INVOICE WAS ISSUED BETWEEN FEBRUARY 13, 2016 AND MARCH 17, 2017, YOU MAY BE ELIGIBLE FOR BENEFITS UNDER THIS SETTLEMENT. THIS NOTICE EXPLAINS YOUR POTENTIAL RIGHT TO RECOVER MONEY AS THE RESULT OF THE SETTLEMENT.

ACCORDING TO CLARIANT’S RECORDS, YOU ARE A POTENTIAL MEMBER OF THE CLASS ELIGIBLE TO PARTICIPATE IN THE SETTLEMENT. YOU DO NOT NEED TO SUBMIT A CLAIM FORM IN ORDER TO RECEIVE ANY BENEFITS OF THIS SETTLEMENT. IF YOU ARE A CLASS MEMBER, THEN, AS DETAILED BELOW, YOUR OPTIONS INCLUDE (1) DO NOTHING AND RECEIVE SETTLEMENT BENEFITS IF AND WHEN THE COURT GRANTS FINAL APPROVAL OF THE SETTLEMENT; (2) OBJECT TO THE SETTLEMENT; OR (3) OPT OUT OF THE SETTLEMENT BY ASKING TO BE EXCLUDED.

IF YOU DO NOT OPT OUT OF THE SETTLEMENT BY THE DEADLINE SET OUT BELOW, YOU WILL BE BOUND BY THE TERMS OF THE SETTLEMENT.

A California Court has approved this Notice. This is not a solicitation from an attorney. Please read this Notice carefully as it affects your legal rights.

1. WHY DID I GET THIS NOTICE?

You received this Notice because a class action settlement (the “Settlement”) has been reached in the Lawsuit and because Clariant’s records indicate that you are a potential member of the Settlement Class described below.

This Notice explains the nature of the Lawsuit, the general terms of the proposed Settlement, and your legal rights and obligations, including your rights to share in the Settlement or your ability to “opt out” of the Settlement. To obtain more information about the Settlement, including information about how you can see a copy of the Settlement Agreement, see Section 17, below.

2. WHAT IS THIS LAWSUIT ABOUT?

Plaintiff in the Lawsuit alleges that Clariant mailed certain invoices for laboratory services in such a way that language reflecting the past-due or final notice status of the invoice was allegedly visible through a transparent window on the mailing envelopes. Plaintiff alleges that this violated the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code § 1788 et seq.

Clariant disputes the allegations in the Lawsuit and denies that it is or may be liable for any of the claims asserted. *The Court has not made any ruling, determination, or judgment on the merits of the Lawsuit or regarding Clariant’s liability, and has not determined whether or not the Settlement Class is suitable for class action treatment (other than for settlement purposes).*

3. WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons called plaintiffs sue on behalf of other people who have similar claims. A court can certify a class for purposes of settling claims in a lawsuit. That is what has happened in this case.

4. WHO IS INCLUDED IN THE SETTLEMENT CLASS?

The Court has decided that everyone who fits the following description is a Settlement Class Member:

All individuals who have previously obtained services from a Clariant laboratory and who received a past-due or final notice invoice for such services at a California address, which invoice was issued from February 13, 2016 through March 17, 2017, where the placement of the past-due or final notice language on the invoice, coupled with the use of an envelope with a transparent window, may have revealed the subject matter of the letter’s contents from the outside.

5. WHAT ARE THE TERMS OF THE CLASS SETTLEMENT?

There was a hearing on _____, 2018 in Department 22B of the Superior Court of the State of California, for the County of Ventura, at which _____ preliminarily

approved the Settlement of this Lawsuit. Upon final approval by the Court of the Settlement, and except as to such rights or claims as may be created by the Settlement, each member of the Settlement Class who has not timely and appropriately opted out of the Settlement, fully releases and discharges each of the Released Parties from any and all Released Claims, including Class Members' claims for restitution, damages, and other remedies stemming from their receipt of past-due or final notice invoices from Clariant. This is further explained in Section 6 of this Notice.

The Settlement represents a compromise of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Clariant that the claims in the Lawsuit have merit or that Clariant has any liability to the Plaintiff or the Class Members on those claims. The Court has made no ruling on the merits of the Lawsuit.

The parties have agreed to settle the case for \$237,500.00 ("Total Settlement Amount"). Under the terms of the Settlement, the following payments have been agreed to: (1) attorneys' fees to Class Counsel in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not exceed 33.33% of the Total Settlement Amount (i.e. \$79,158.75); (2) litigation costs to Class Counsel in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not exceed \$5,000.00; (3) a service award payment to the Class Representative Leonard Weinberg for his services in the Lawsuit, in an amount that the Court will decide as appropriate at the Final Approval Hearing, but which amount shall not exceed \$7,500.00; and (4) approximately \$20,260.00 for settlement administration fees and costs. The amount of money remaining after these payments is the amount that will be distributed to the members of the Class who do not submit timely and valid Requests for Opt Out. Those remaining funds will be divided equally amongst the Class Members who do not submit timely and valid Requests for Opt Out.

6. WHAT DO CLASS MEMBERS GIVE UP TO OBTAIN RELIEF UNDER THE SETTLEMENT?

If the Settlement is approved, the Court will enter a Final Approval Order and Judgment dismissing the Lawsuit "with prejudice" (*i.e.*, the Lawsuit cannot be filed again).

Upon the entry of the Final Approval Order and Judgment, the Settlement provides that the Class Representative, for himself and all members of the Settlement Class who do not timely exclude themselves from the Settlement (as set out in Section 8 below), and the Class Counsel, and all of their respective heirs, executors, personal representatives, successors, and assigns (together "the Releasers"), will fully and forever release, remise, resolve, waive, acquit, and forever discharge Clariant, its owners, predecessors, successors, assigns, parents, subsidiaries, affiliates, related entities, and all of its past and present agents, directors, officers, employees, shareholders, insurers, representatives, and attorneys (together "the Releasees"), of and from any and all of the Released Claims (as defined below).

The term "Released Claims" means any and all claims, causes of action, suits, obligations, debts, demands, agreements, promises, liabilities, damages, losses, controversies, costs, expenses, and attorneys' fees of any nature whatsoever, whether based on any federal law,

state law, common law, territorial law, foreign law, contract, rule, regulation, any regulatory promulgation (including, but not limited to, any opinion or declaratory ruling), common law or equity, whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, punitive or compensatory, as of the date of the Final Approval Order, that any of the Releasers have, had, and/or may have against any of the Releasees that in any way concern and/or relate to: (a) the matters alleged and claims asserted in the Litigation and/or claims that could have been alleged therein based on the facts alleged in the complaints filed in the Litigation; (b) the content, formatting, mailing of, or other details regarding any invoices sent by Clariant to Settlement Class Members; or (c) that arise out of or relate in any way to the California Civil Code § 1788 *et seq.*

Unless you exclude yourself from the Settlement, you will remain in the Settlement Class and that means that, upon Final Approval of the Settlement, you will be permanently barred from suing any of the Releasees with respect to any of the Released Claims, or otherwise to assist others in doing so, and will be forever barred from doing so, in any court of law or equity, or any other forum. It also means that all of the Court's orders will apply to you and legally bind you.

7. WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

If you are a Settlement Class Member and you do not submit a Request for Opt Out, you will be paid benefits under this Settlement approximately 120 days after the Final Approval Hearing, which is scheduled to take place on _____, 201__, so long as the Settlement is approved at that Hearing and no appeals are filed.

NOTE: It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your settlement payment. If you fail to keep your address current, you may not receive your settlement payment.

8. WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement, which is also known as "opting out." To do so, you must submit a written Request for Opt Out to the Settlement Administrator at the following address:

Clariant Settlement Administrator
c/o KCC LLC
[INSERT CONTACT]

To be valid, a written Request for Opt Out must: (1) contain your full name (and former names, if any) and current address; (2) contain an affirmation, under penalty of perjury, that you seek to opt out from the Settlement Class and that you understand that, in doing so, you will not be entitled to any Settlement Benefits under the Settlement (3) be signed by you; (4) be postmarked by the Opt Out Deadline which is _____, 2018; and (5) be sent to the Settlement Administrator at the specified address.

If you submit a valid and timely Request for Opt Out, you will no longer be a member of the Class, will be barred from participating in this Settlement, will not receive any payment under the Settlement, and will be barred from objecting to this Settlement.

9. WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

You can object to any of the terms of the Settlement before the Final Approval Hearing as detailed below, provided that you have not opted out of the Settlement. Failure to take the steps below will be deemed a waiver of your objections. If the Court rejects your objection, you will still be bound by the terms of the Settlement, but you will also receive a benefit under the Settlement, provided that the Court grants final approval of the Settlement.

To object, you must mail your written objection to the Settlement Administrator by the Objection Deadline set by the Court, which is _____, 2018. You must send your objection to the Settlement Administrator at the following address:

Clariant Settlement Administrator
c/o KCC LLC
[INSERT CONTACT]

All objections must include, on the first page, the case title and case number (*Weinberg v. Clariant, Inc.*, Case No. 56-2017-00494914-CU-NP-VTA). All objections must be signed by the person(s) making the objection, or an attorney or legal guardian authorized to act on their behalf, and must set forth in detail each component of the Settlement to which you object, the reasons for each such objection, and any legal authority that you wish the Court to consider in support of your objection. Objections must also include the objector’s full name and current address and an affirmation, under penalty of perjury, that the person on whose behalf the objection is filed is a Settlement Class Member.

You are not required to appear at the Final Approval Hearing; your written objection will be filed with the Court by the Settlement Administrator and the Court will consider your written objection even if you are not present. However, if you do want to speak at the Final Approval Hearing in connection with your objection, then you must include the words “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” on the first page of your written objection.

IF YOU DO NOT TIMELY MAKE YOUR OBJECTION IN WRITING, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS.

You are **not** permitted to object to the Settlement if you opt out of the Settlement. If you submit an objection **and** a timely and valid Request for Opt Out (either before or after your objection), then your objection is invalid and will be overruled.

10. WHAT IF I WANT TO SPEAK AT THE FINAL APPROVAL HEARING?

As detailed in Section 9, above, if you **object** to the Settlement and you want to speak at the Final Approval Hearing, then you must include the words “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” on the first page of your written objection.

If you have **opted out** of the Settlement, then you are not permitted to speak at the Final Approval Hearing.

If you are a Settlement Class Member who has **not** objected or opted out of the Settlement, but would still like to speak at the hearing, then you must you must mail a “NOTICE OF INTENTION TO APPEAR AT FINAL APPROVAL HEARING” to the Settlement Administrator by the Objection Deadline set by the Court, which is _____, 2018. You must send your Notice of Intention to Appear to the Settlement Administrator at the following address:

Clarient Settlement Administrator
c/o KCC LLC
[INSERT CONTACT]

Your Notice of Intention to Appear must include, on the first page, the case title and case number (*Weinberg v. Clarient, Inc.*, Case No. 56-2017-00494914-CU-NP-VTA). You must sign your Notice of Intention to Appear, and it must include your full name and current address and an affirmation, under penalty of perjury, that you are a Settlement Class Member.

11. WHAT IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The Settlement, if finally approved by the Court, will bind all Class Members who do not submit a timely and valid request to be excluded from the Settlement. Final approval of the Settlement will bar any Class Member who does not submit a timely and valid request to be excluded from the Settlement from hereafter initiating a lawsuit or proceeding regarding the Released Claims against any of the Releasees.

12. WILL THE CLASS REPRESENTATIVE BE COMPENSATED FOR BRINGING THIS LAWSUIT?

Leonard Weinberg will request a service award of up to \$7,500.00 for his service as Class Representative and for his efforts in bringing the Lawsuit. The Court will make the final decision as to the amount to be paid to the Class Representative at or after the Final Approval Hearing.

13. DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that the interests of Plaintiff and the Class Members are represented by:

Todd M. Friedman, Esq.
Adrian R. Bacon, Esq.
Law Offices of Todd M. Friedman, P.C.
21550 Oxnard St. Suite 780
Woodland Hills, CA 91367
Phone: 877 206-4741 / Fax: 866 633-0228

("Class Counsel" or "Attorneys for the Class"). If you want to be represented by your own lawyer, you may hire one at your own expense.

14. HOW WILL THE LAWYERS BE PAID?

Class Counsel will be requesting from the Court an amount not to exceed approximately 33.33% of the Total Settlement Amount for their attorneys' fees and approximately \$5,000.00 for litigation costs. Class Counsel's application for attorneys' fees and litigation costs must be filed with the Court no later than _____, 201__ and once filed, it will be posted to the website set out below in Section 17. These fees and costs are subject to the Court's approval and the Court will make the final decision as to the amount to be paid to Class Counsel at or after the Final Approval Hearing.

15. WHAT IS THE FINAL APPROVAL HEARING?

The Court has preliminarily approved the Settlement and will hold a hearing to decide whether to give final approval to the Settlement. The purpose of the Final Approval Hearing will be for the Court to determine whether the Settlement should be approved as fair, reasonable, adequate, and in the best interests of the Class; to consider the award of attorneys' fees and litigation costs to Class Counsel; and to consider the request for a service award to the Class Representative.

16. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold the Final Approval Hearing on _____, 201__ at _____, in Department 22B of the Superior Court of the State of California, County of Ventura, which is located at 800 S Victoria Ave, Ventura, CA 93009.

The Final Approval Hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing but you have the right to attend the Final Approval Hearing. If the Settlement is not approved by the Court or does not become final for some reason, the Lawsuit may continue.

17. HOW DO I GET MORE INFORMATION?

To see a copy of the Settlement Agreement (which defines the capitalized terms used in this Notice and which provides a brief summary of what has happened in the Lawsuit), the operative Complaint filed in the Lawsuit, the Court’s Preliminary Approval Order, Class Counsel’s application for attorneys’ fees and costs (once filed), and other filed documents related to the Lawsuit and this Settlement, you may visit the website established by the Settlement Administrator, which can be found at _____.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at the address and telephone number listed below, toll free. Please refer to the Clariant Class Action Settlement.

Clariant Settlement Administrator
c/o KCC LLC
[INSERT CONTACT]

You may also contact the Attorneys for the Class, whose names and contact information is listed above.

18. WHAT IF MY INFORMATION CHANGES?

It is your responsibility to inform the Clariant Settlement Administrator of your current and updated contact and mailing information by contacting the Settlement Administrator at the address or telephone number listed in this Notice.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO COUNSEL FOR CLARIANT OR TO THE COURT.